

Spec. No. 121076-PS-01 - INDEX

FACILITIES MAINTENANCE AND ENGINEERING



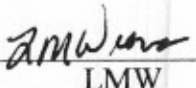
SPECIFICATION AND DRAWING INDEX

NATIONAL CANCER INSTITUTE AT FREDERICK

(NCI-FREDERICK)

FORT DETRICK,

FREDERICK, MARYLAND

0	5/20/05	Issued for Construction	 CSR	 FAL	 LMW
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Replace Fire Alarm Control Panel, B429
121076

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Rev. 0

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SKD-429-0001-FP-01	1 st Floor and Attic Fire Alarm Plan, dated April 7, 2005

FACILITIES MAINTENANCE AND ENGINEERING
SPECIFICATION FOR
PROJECT SPECIFIC REQUIREMENTS

NATIONAL CANCER INSTITUTE AT FREDERICK
(NCI-FREDERICK)
FORT DETRICK,
FREDERICK, MARYLAND

1	05/12/05	Project Specific- 121076	CSR	FAL	LMW
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SECTION 01000 – GENERAL REQUIREMENTS

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. These specifications are divided into sections in order to aid the Contractor in awarding portions of it to subcontractors. The division of the work in no way relieves the General Contractor from the responsibility of making the actual division of work between subcontractors if they are employed by the Contractor nor does it relieve him from the responsibility of performing a job completely in all respects.
- B. Applicable Codes – All references to codes, specifications and standards referred to in the specification sections and on the drawings shall mean the latest edition, amendment, and/or revision of such reference standard in effect as of the date of these contract documents.

1.02 WORK SEQUENCE

- A. The Contractor shall structure and sequence the project work based upon the accepted schedule and contract requirements.
- B. The Contractor will coordinate all work and site utilization within the contracted work area as shown on the contract drawings. All work to be performed beyond these limits shall be coordinated with SAIC-F.
- C. The Contractor shall complete work in accordance with contract documents, contractor generated and SAIC-F accepted shop drawings, submittal data and accepted construction schedule.

1.03 USE OF PREMISES

- A. The Contractor will limit their use of the premises to the work of this contract. As shown on the drawings.

1.04 SALVAGE

- A. Except as specifically stated in the contract documents, construction materials, equipment, or items that are to be removed shall become the property of the Contractor and shall be removed from the premises by the Contractor at the Contractors expense.

1.05 RESERVED

1.06 RESERVED

1.07 RESERVED

1.08 RESERVED

1.09 RESERVED

1.10 RESERVED

1.11 Site cleanup

- A. Periodic cleaning shall be executed to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- B. On-site trash collection and removal by dumpster shall be provided for the duration of project.
- C. All subcontractors shall be responsible for collecting their own trash and depositing it into the dumpster.
- D. Waste materials, debris and rubbish shall be removed from the site periodically and disposed of at legal disposal areas away from the site. Trash containers shall be provided for the duration of project.
- E. The Contractor shall ensure that all subcontractors and vendors coordinate all aspects of their work and keep all areas clean.
- F. When the Contractor requests SAIC-F to inspect the project for "Substantial Completion" the Contractor shall ensure that the entire site is thoroughly clean in keeping with the requirements of the contract. The Contractor shall ensure that any remaining work is conducted neatly, and clean up at the end of each day.

1.12 FINAL CLEANING

- A. Remove grease, adhesives, dust, dirt, stains, fingerprints, labels and other materials generated by the Contractor's work from interior and exterior surfaces.
- B. When the Contractor requests SAIC-F to inspect the project for "Substantial Completion", the Contractor shall ensure that the entire building is thoroughly clean.

1.13 ADDITIONAL ELECTRICAL REQUIREMENTS

- A. All wiring and cables for the Fire Alarm System shall be as recommended by the fire alarm system manufacturer. Wiring and cables for indicating appliance circuits shall be sized in accordance with the fire alarm system manufacturer's recommendations such that sounding output (decibels) is not derated. Wiring shall be in accordance with the latest editions of NFPA 72 and NFPA 70. All wiring shall be solid unless otherwise specified by the system manufacturer. All wiring, cables and insulation shall be suitable for the intended application.
- B. The fire alarm wire for 24V DC circuits shall be #16 AWG, solid copper, TFN insulation or solid copper cable in strict accordance with written equipment manufacturer's requirements.

- C. All fire alarm wiring shall be installed in type EMT conduit with steel device and junction boxes.
- D. Where any conduit must traverse between areas of different air pressurizations, conduit seal-off fittings shall be installed in the conduit at the point of entry into the different pressurized area. If EMT conduit is used, rigid conduit shall be installed on either side of the conduit seal-off fitting (3 feet minimum each side).
- E. The fire alarm field devices (initiating, notification appliance, and interface equipment) shall be shown on the electrical (power or dedicated electrical fire protection) floor plans. All field wiring shall be color-coded and reflected on the system as-built drawings.
- F. The system shall operate and supervise conventional two-wire (Class B) non-addressable devices.
- G. The control panel shall be equipped with one-hour battery backup. One hour battery backup shall be defined as the amount and size of batteries required to power the entire system in standby mode for a one hour period and, after the one hour standby period has expired, be capable of operating all output functions, including the operation of all audible and visual devices for a period of ten minutes. In the event of a normal power outage, the Fire Alarm System shall automatically transfer to the battery backup mode and shall indicate that the system is operating on standby power. Whenever the normal power is restored, the system shall automatically transfer back to normal operation. Whenever the Fire Alarm System is operating on battery power, a common trouble signal shall be transmitted to the Fire Alarm Code Transmitter. Provide automatic charging of standby batteries.

1.14 SUBMITTAL REQUIREMENTS

- A. Shop drawings made specifically for this project, for use in fabrication and installation.
- B. Product Data including catalog sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
- C. Owners Operation & Maintenance Manuals (O & M Manuals).

END OF SECTION

FACILITIES MAINTENANCE AND ENGINEERING
SPECIFICATION FOR
PROJECT MEETINGS AND COORDINATION

NATIONAL CANCER INSTITUTE AT FREDERICK

(NCI-FREDERICK)

FORT DETRICK,

FREDERICK, MARYLAND

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SECTION 01310 - PROJECT MEETINGS AND COORDINATION

PART-1 GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section includes administrative provisions for coordinating construction operations on the project, including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination Drawings.
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to specific contractors.

1.02 RESERVED

1.03 COORDINATION

- A. Coordinate construction operations included in all sections of the specifications to ensure efficient and orderly installation of each part of the work that depend on each other for proper installation, connection, and operation.
- B. Each subcontractor shall coordinate its construction operations with those of other subcontractors and suppliers to ensure efficient and orderly installation of each part of the work.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination.
 - 1. Include such items as required notices, reports, and list of attendees at meetings.
 - 2. Prepare similar memoranda for the owner and separate contractors if coordination of their work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the "Schedule of Values."
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Project closeout activities.
- E. Conservation:
1. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 2. Salvage materials and equipment involved in performance of, but not actually incorporated into, the work.

1.04 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings as required by governing specification sections or when limited space necessitates maximum utilization of space for efficient installation of different components. Coordination is required for installation of products and materials fabricated by separate entities.
1. Indicate relationship of components shown on separate shop drawings.
 2. Indicate required installation sequences.
- B. Refer to Section 01341 – "Submittal Register" for a listing of the submittal requirements.

1.05 CONTRACTOR REQUESTED MEETINGS

- A. General: Schedule and conduct meetings and conferences at the project site, unless otherwise indicated.
1. Attendees: Inform participants and individuals whose presence is required, of date and time of each meeting. Notify SAIC-F of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda and distribute it to all attendees or others as appropriate.
 3. Minutes: Record discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including SAIC-Frederick, Inc., within 3 days of the meeting.

1.06 PREINSTALLATION/COORDINATION CONFERENCES

- A. Conduct pre-installation conferences at the project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. SAIC-Frederick, Inc. shall reserve the right to attend all pre-installation meetings.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration.
 - 3. Record significant conference discussions, agreements, and disagreements list action items with party responsible for resolution and date.
 - 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene the conference at earliest feasible date.

1.07 PROGRESS MEETINGS

- A. Attend and participate in bi-weekly progress meetings.
 - 1. During the construction period, progress meetings will be chaired by SAIC-F and will be held with representatives of the contractor, subcontractors, suppliers, vendors, and other relevant entities concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with the project and authorized to conclude matters relating to the work.
 - 2. The purpose of these meetings is to discuss and review all pertinent information that will affect the project.
 - 3. Progress meetings shall be held bi-weekly unless otherwise directed by SAIC-F.
 - a. SAIC-F shall establish the time and place for the meetings and record and distribute the meeting minutes in a timely fashion.

PART-2 PRODUCTS (NOT USED)

PART-3 EXECUTION (NOT USED)

END OF SECTION

FACILITIES MAINTENANCE AND ENGINEERING
SPECIFICATION FOR
SCHEDULING & PROGRESS

NATIONAL CANCER INSTITUTE AT FREDERICK
(NCI-FREDERICK)
FORT DETRICK,
FREDERICK, MARYLAND

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PART 1 GENERAL

1.1 RESERVED

1.2 SUMMARY

A. The Contractor shall submit a project schedule within 10 calendar days after award.

B. Work covered by this section includes the following:

1. The Contractor shall provide all information and input required for development of the Project Schedule for the work in accordance with the requirements of this section and related sections. The purpose of the Project Schedule shall be to:
 - a. Assure adequate planning, scheduling and reporting by the Contractor during execution of its work.
 - b. Assure coordination of the work of the Contractor and the various lower tier subcontractors, suppliers at all tiers, owner-performed work (as needed), owner-provided equipment, and facility staffing.
 - c. Assist SAIC-F in monitoring the progress of the work and evaluating proposed changes to the contract and the Project Schedule.
 - d. Assure milestone completion dates are met.
 - e. Assist the Contractor and SAIC-F in the preparation and evaluation of the contractors monthly Application for Payment.
2. The Project Schedule shall consist of a Gantt Chart for the planning, scheduling and reporting of the work to be performed under the contract.
3. Required planning, scheduling and reporting will be produced through the use of a scheduling software program, compatible with products of Primavera Software Systems.

1.3 DEFINITIONS

A. Definitions applicable to this section include the following:

1. Project Schedule: The computer-generated plan for construction and associated reports as outlined in the requirements of this section, prepared using the Gantt Chart and showing the sequence of the activities, planned and actual progress by activity required for complete performance of the work.
2. Activity: Any portion or element of work, action, and/or reaction that is precisely described, readily identifiable and is a function of a logical sequential process.

3. Milestone: An activity that represents a significant point in time and has no duration.
4. Fragnet: A group of logically tied activities, or a fragment or segment of a project that can be incorporated into a Project Schedule to demonstrate impact.
5. Data Date: The date progress is statused to, which becomes the starting point for schedule calculations of remaining work.
6. Substantial Completion date: Date when all functional systems and project features are complete, systems commissioning/acceptance testing, if required, has been completed, and only a small number of non-critical punchlist items remain. Project is capable of being used for its intended purpose. Liquidated Damages are not assessed after this date. Training of SAIC-F/NCI occurs after this date.
7. Pre-Commissioning Completion Date: Date when all structural, architectural, and functional systems and features of the project are complete, the project pre-commissioning of all individual components is complete, and all critical punchlist items have been completed.
8. Commissioning and Acceptance Testing: The process of testing, operating, and demonstrating that the complete system functions as the contract required. Systems commissioning extends beyond the testing, operation, and demonstrating associated with individual pieces of equipment. Systems commissioning may not be appropriate for all projects but is necessary on contracts with one or more of the following characteristics:
 - (a) Contract value of more than \$1 million.
 - (b) Complex, i.e. consisting of intricately combined and interactive portions.
 - (c) Unique, i.e. project involving equipment that is one of a kind.
 - (d) Significant consequential impact to life safety, NCI mission, or environmental quality.
9. Project Acceptance: Date after Substantial Completion and SAIC-F has accepted the project with all punchlist items (non-critical) completed.

1.4 SUBMITTALS

A. Project Schedule

1. The Contractor shall submit its proposed Project Schedule covering the entire Contract period to SAIC-F within 10-days after contract award.

PART 2 NOT APPLICABLE

PART 3 EXECUTION

3.1 PROJECT MILESTONES

A. The contractor shall show all Project milestones, including, but not limited to:

1. Notice to Proceed
2. All Construction Activities
3. Date of Each Submittal
4. Punch list activities
5. Testing
6. Commissioning and Acceptance testing (if required)
7. Substantial Completion
8. Project Acceptance
9. Training
10. Demobilization
11. Contract Completion

3.2 SCHEDULE REQUIREMENTS

- A. The Contractor shall be responsible for ensuring that all subcontractor and supplier work, at all tiers, is included in the Project Schedule.
- B. The Project Schedule as developed shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for ensuring that all work sequences are logical and the Project Schedule shows a coordinated plan of the work.
- C. The level of detail of the Project Schedule shall be a function of the complexity of the work involved. Generally, no activity shall have a duration neither of longer than fourteen (14) calendar days nor have a value of over \$20,000. General conditions activities, activities for shop drawing and submittal review, fabrication and delivery of materials and equipment and concrete curing are exceptions to this requirement.
- D. All activities of the Project Schedule are to be logically tied through predecessor and successor relationships.
- E. The Project Schedule shall show the Contract Completion Date reflected in the Contract Documents.
- F. The Proposed duration assigned to each activity shall be the contractors best estimate of time required to complete the activity considering the scope and resources planned for the activity.

- G. Failure by the Contractor to include any element of work required for performance of the contract, to properly sequence such work, or meet individual activity duration shall not excuse the contractor from completing all work within the contract period.
- H. The Project Schedule shall reflect a plan of work demonstrating that the Contractor has coordinated its work and that of its lower tier subcontractors in maintaining orderly progress toward completion of the work as scheduled.
- I. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures and/or precipitation to ensure completion of all work within the contract period.
- J. The Contractor may also be required to submit for acceptance and at no additional cost to SAIC-F, such supplementary progress schedules as may be deemed necessary to demonstrate the manner in which the accepted Project Schedule will be recovered.

END OF SECTION

FACILITIES MAINTENANCE AND ENGINEERING
SPECIFICATION FOR
SUBMITTALS OF SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

NATIONAL CANCER INSTITUTE AT FREDERICK

(NCI-FREDERICK)

FORT DETRICK,

FREDERICK, MARYLAND

2	1/18/05	Routine Revisions	JHB	CDG	LMW
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SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.01 DESCRIPTION OF WORK: This section describes administrative and procedural requirements for submission of shop drawings, product data, material safety data sheets, and samples.

1.02 RESERVED

1.03 VALUE OF SUBMITTAL REQUIREMENTS

The value of this contract requirement shall be no less than 5% of the total contract value.

1.04 SHOP DRAWINGS

A. Shop drawings are the contractor's or subcontractor's drawings made specifically for this project, for use in fabrication and installation.

1. Shop drawings must show sufficient data, including layout, fabrication and erection details, to establish evidence of compliance with design concept and compliance with the contract documents. Shop drawings must show relationships with adjacent construction.
2. Do not use reproductions of contract drawings as shop drawings unless specifically permitted in the contract documents.
3. Identify details by reference to sheet and detail numbers shown on contract drawings and by reference to paragraphs and specification sections.
4. Orient the shop drawings in the same manner as the contract drawings.

B. Manufacturer's standard schematic drawings.

1. Modify the drawings to delete information that is not applicable to the project. Drawings that show information that is not applicable shall be returned without review.
2. Add supplemental information applicable to the project.

1.05 PROCESS AND INSTRUMENTATION DIAGRAMS (IF REQUIRED)

A. Process and Instrumentation Diagrams (P & ID). Submit complete P & ID drawings showing single line flow diagrams of the overall system and its controls. P & ID drawings shall conform to ISA-5.1 (detailed diagram level) showing all control and process components and any local loop control or logic interconnections. P & ID drawings shall contain all set points, variable and logic not contained in the sequence of operations. The sequence of operations and the P & ID drawings shall be coordinated to provide complete documentation.

1.06 PRODUCT DATA

- A. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1. Clearly mark each copy to identify materials, products or models applicable to this project. Submittals not marked shall be returned without review.
 - 2. Show colors when required for evaluation, record or other purpose. Where product data is printed in color, submit all copies in original colors as published.
 - 3. Show all dimensions and clearances required.
 - 4. Show complete performance, characteristics and capacities.
 - 5. Show complete wiring and piping diagrams, and controls.
 - 6. Show details by reference to paragraphs and specification sections.
- B. For mechanical items, include:
 - 1. For driven equipment—hp, voltage, phase, Hz, rpm.
 - 2. For pumps—gpm, total discharge head, pump curves, seals, noise levels, certified factory test report.
 - 3. For air movers—cfms, velocity, noise levels, fan curves.
 - 4. For coils and exchangers—temperatures, pressures, pressure drop.
 - 5. For filters—pressure drop, arrestance efficiency, standard reference of efficiency (NBS, ASHRAE).
- C. For electrical, instrumentation and controls, include the manufacturer's name, model number and all other pertinent engineering data so as to evaluate equipment as specified in Divisions 13, 15 and 16:

1.07 SAMPLES

- A. Samples: Actual samples of products proposed for use. Samples must be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and patterns.
- B. Field samples and mock-ups
 - 1. Erect samples and mock-ups at the project site in the designated location.
 - 2. Construct each sample or mock-up completely, including work of all trades required in the finished work.
 - 3. Remove the sample or mock-up at conclusion of the work or when directed by SAIC-F.

1.08 SUBMISSION REQUIREMENTS

- A. Submit required information for all items listed in the Submittal Register.
- B. The contractor must indicate on all shop drawing transmittals, the reference specification numbers and submission numbers adjacent to each identified shop drawing, product data, sample, etc.
- C. If no other form is provided, use the "Submittal Summary" (see sample at end of this section) or a facsimile as a cover sheet for each submittal. The "Submittal Summary" is not intended to take the place of the contractor's letter of transmittal, but should accompany each individual specification section submittal separately. Do not combine submittals of more than one (1) product or section.
- D. Submit to the designer of record one (1) reproducible transparency and five (5) prints of each shop drawing, as determined at the pre-construction conference. The transparency will be returned to the contractor.
- E. Submit to the designer of record 6 copies of the product data sheets, catalog cut, and general product information. Two copies will be returned to the contractor.
- F. For sample selections, submit one (1) set, which will be retained by SAIC-F. For sample acceptance, submit three (3) sets. SAIC-F will retain two (2) sets.
- G. Where product data is printed in color and requires color for evaluation, record, or other purpose, all copies submitted shall be in the original colors as published.
- H. In addition to information required on the "Submittal Summary," submittals shall include:
 - 1. Relation to adjacent structure or materials.
 - 2. Field dimensions, clearly identified as such.
 - 3. Finishes.
 - 4. Shipping and operating weights.
 - 5. Gauges, fastenings, reinforcements, welding details.
 - 6. Applicable standards, such as ASTM or Federal Specification numbers.
 - 7. A blank space, 3 inches x 10 inches, for SAIC-F stamp.
 - 8. General contractor's stamp, dated, initialed and/or signed, certifying approval of submittal, verification of field measurements, coordination with all trades involved and compliance with contract documents.
 - a. The contractor shall not be relieved of responsibility for any deviation from the requirements of the contract documents by SAIC-F acceptance of shop drawings, product data, or samples **unless the contractor has specifically informed SAIC-F in writing of such deviation at the time of submission and SAIC-F has given written approval to the specific deviation.**
 - b. The contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data, or samples by SAIC-F or the A/E approval thereof.
 - c. Compliance with specified characteristics is the contractor's responsibility.

- I. If the contractor does not review submittals and stamp in accordance with H.8, above, before sending them to SAIC-F or the A/E, the documents will be returned unchecked.

1.09 REVIEWERS DUTIES

- A. Review submittals within 14 days of receipt.
- B. Review the submittals for conformance to the design concept of the project and information given in the contract documents. Review of a separate item does not constitute review of an assembly in which that item functions.
- C. Except for submittals for record, information or similar purposes, where action and return are required or requested, SAIC-F or the A/E will review each submittal, mark it to indicate the action taken, and return the submittal promptly.
- D. Return submittals to the contractor for appropriate action.
- E. Project management submittal stamp: SAIC-F will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 1. "NO EXCEPTION TAKEN" (NET)—The work involved may proceed and no further submission is required.
 2. "REVISE AND RESUBMIT, PROCEED" (RR)—Proceed with work and submit clean copy.
 3. "REJECTED, REVISE AND RESUBMIT" (RRR)—The work involved may not proceed. Submittal must be corrected and resubmitted.
 4. "ACKNOWLEDGED, NO ACTION REQUIRED" (NAR).

1.10 RESUBMISSION REQUIREMENTS

- A. Identification of changes: Clearly identify any changes made to the initial submittal, other than those that SAIC-F requested. SAIC-F will review only those changes requested and those identified by the contractor.

1.11 DISTRIBUTION OF REVIEWED SUBMITTALS

The contractor shall reproduce and distribute copies of submittals having SAIC-F ("No Exception Taken [NET]" or "Revise and Resubmit, Proceed [RR]") as required to coordinate and complete the work and to record documents file.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 ATTACHMENT: SUBMITTAL TRANSMITTAL FORM

SAMPLE
SUBMITTAL SUMMARY

Project Name: _____.

Location: _____.

Design Professional's Job No.: _____.

Reference Specification No.: _____.

Submission No.: _____.

Date of Submission: _____.

Item Submitted: _____.

_____.

Contractor: _____.

_____.

Subcontractor: _____.

_____.

Supplier/Manufacturer: _____.

_____.

Deviations from contract documents (Describe in detail; if there is no deviation from the contract documents, state "No Deviations."):

END OF SECTION

FACILITIES MAINTENANCE AND ENGINEERING
SPECIFICATION FOR
SUBMITTAL REGISTER

NATIONAL CANCER INSTITUTE AT FREDERICK
(NCI-FREDERICK)
FORT DETRICK,
FREDERICK, MARYLAND

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SECTION 01341 – SUBMITTAL REGISTER

In addition to the requirements for submissions as specified under Division 1, the Contractor shall submit those items indicated by an "X". In the event of discrepancies between this Section and requirements in the Specification Sections, the more stringent requirements shall govern.

SPEC. NO.	PARA.	SPEC. SECTION TITLE/DESCRIPTION OF SUBMITTAL	SUBMIT TO SAIC FOR REVIEW	SUBMIT TO SAIC FOR RECORD
01000	1.14.A 1.14.B 1.14.C	PROJECT SPECIFIC REQUIREMENTS Shop Drawings Product Data and Catalog Sheets O&M Manuals	X X	X
01321	1.4	SCHEDULING AND PROGRESS Project Schedule	X	
01400	1.08-A 1.09	QUALITY CONTROL Redline Drawings Daily Progress Reports	X	X
01700	1.03-A	PROJECT CLOSEOUT Notification of Substantial Completion		X
01740	1.05-A	WARRANTIES Warranties		X
Drawing		System Test Field Report		X

END OF SECTION

FACILITIES MAINTENANCE AND ENGINEERING
SPECIFICATION FOR
QUALITY CONTROL

NATIONAL CANCER INSTITUTE AT FREDERICK

(NCI-FREDERICK)

FORT DETRICK,

FREDERICK, MARYLAND

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SECTION 01400 - QUALITY CONTROL

PART-1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Refer to relevant specification sections, which apply to this section.

1.02 SECTION INCLUDES REQUIREMENTS APPLICABLE TO CONTRACTOR

- A. Quality assurance and control of installation.
- B. Manufacturer's field services and reports.
- C. Manufacturer's and installer's qualifications.
- D. Quality Control by SAIC-Frederick, Inc. and its representatives (subcontractors).

1.03 RESERVED

1.04 CONTRACTOR QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Should the manufacturers' instructions conflict with the contract documents, request clarification from SAIC-F before proceeding. Any action taken by the contractor involving a change, without written approval from the Contracting Officer and/or confirmed direction of the SAIC-F/COTR shall be the sole responsibility of the Contractor.
- D. The Contractor is responsible for completing the work in accordance with the subcontract and notifying SAIC-F of their progress in a timely manner to permit inspection.
- E. The Contractor shall notify SAIC-F that work in progress is ready for inspection. Failure to provide notice to SAIC-F may require the subcontractor to expose work to allow for inspection.
- F. The contractor control of non-conforming items will be in accordance with SAIC-F procedure titled Deficiency Reports unless the Contractor has their own system, which may be used if it is acceptable to SAIC-F.
- G. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- H. Perform work to standards required: persons qualified to produce workmanship of specified quality shall perform work.

- I. Obtain copies of all relevant standards referenced by contract documents.
- J. Secure products in place with required devices designed and sized to withstand stresses, vibrations, physical distortion or disfigurement.

1.05 LABORATORY AND FIELD TESTING SERVICES AND REPORTS

- A. Where work to be installed requires the Contractor to have independent inspection performed, the Contractor will pay the cost. The Contractor may require the independent inspection agency to warrant the correct installation of the work, without the presence of SAIC-F prior to covering the work. Responsibility for correctly recording the installation of all items shall be the responsibility of the Contractor, vendor(s) and the Contractor's inspection agency.
- B. Submit the qualifications of the proposed testing and inspection laboratories and agencies to SAIC-F for approval.
- C. Specified tests and inspections of materials and finished articles shall be made by bureaus, laboratories, or agencies which are approved by SAIC-F. Certified reports of all tests and inspections shall be submitted to SAIC-F's COTR in a timely fashion. Tests and inspections that fail to meet the contract requirements are sufficient cause for refusal to accept items as installed.

1.06 PROJECT RECORD DOCUMENTS

- A. Maintain at the job site, one (1) copy of construction record documents including drawings, specification, addenda, change orders and other modifications, shop drawings product data and samples.
- B. In addition, maintain one (1) copy of field orders or written instructions, field test records, testing and inspection reports, progress reports and meeting minutes. And make documents and samples available for inspection by SAIC-F, at any time.

1.07 REDLINE CONSTRUCTION DRAWINGS AND SHOP DRAWINGS

- A. Maintain a clean, undamaged set of blue or black line whiteprints of contract drawings and shop drawings. Mark the set to show the actual installation, where the installation varies from the work from the contract drawings and specifications. Mark whichever drawing is most capable of showing conditions fully and accurately; where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Redline drawings shall be maintained on a daily basis and made available to SAIC-F COTR at any time for inspection of completeness.
- B. It is the sole responsibility of the Contractor to ensure that all field conditions red line drawings are accurately recorded.
 - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.

2. Note depths of various elements of foundation in relation to finish first floor datum.
3. Note horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
4. Note location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
5. Note filed changes of dimension and detail.
6. Note changes made by supplemental instructions or by change orders.
7. Note details not on original contract drawings.

1.08 SUBMITTALS

A. Submit the following:

1. One (1) complete set of clean, legible redline construction drawings.
2. One (1) complete set of clean, legible redline shop drawings.
3. Four (4) copies of Operations and Maintenance Manuals per section 01730 (if applicable).

1.09 DAILY PROGRESS REPORT OF CONTRACTOR OPERATIONS

- A. The Contractor is required to keep a daily report. The "Daily Report" that the Contractor is required to keep and make available to SAIC-F, at any time, shall serve as one means of maintaining quality control throughout the duration of this contract. A copy of the (Daily Progress Report of Contractor Operations) is included at the end of this section. This report shall be prepared completely and legibly and shall be forwarded to the COTR on a daily basis, generally by noon of the following day.
- B. The Daily Progress Report is an important historical document that records the subcontractor's day-to-day operations, and can be used, as a basic reference, to determine the exact progress of the work at any given time. In the event of a claim or dispute, the details of events in the Daily Progress Report may become of paramount importance.
- C. The Daily Progress Report should be generated electronically or may be completed manually using (Exhibit A). If the reports are manually prepared, they shall be prepared and signed with permanent ink and shall contain no erasures or alterations with correction fluid. If changes are necessary, strike through the part to be removed so that it is readable. Initial and date any changes.
- D. The Daily Progress Report shall be concise and factual since they are considered as "records kept during the regular course of business". These reports are admissible, normally, as evidence to prove the truth of such statements contained therein, without the original author appearing and testifying in person.
- E. Opinions shall not be expressed in the Daily Progress Report.

- F. The amount of detail in the Daily Progress Report will vary with the amount of activity and complexity of the work.
- G. Other activity reports should be referenced in the Daily Progress Report. These may include (but not be limited to) such reports as:
- Welding Reports
 - Force Reports
 - Quantity Reports and Surveillance Inspections Reports
 - Safety Reports
 - Field Inspection Reports
 - Hot Work Permits
- H. Each day from mobilization to demobilization, shall be covered by a Daily Progress Report. If no work is performed on the weekend, a separate Daily Progress Report is not required for each day of the weekend, providing that the Daily Progress Report for the next regular work day contains a statement such as: "No work performed on (day) and (day) and includes the actual dates.
- I. If work is not performed for a number of days, one Daily Progress Report may be prepared stating the dates covered by the report.

1. Daily Progress Report Details

The details associated with the Daily Progress Report are identified below.

2. Work Shift

The shift and the starting and ending times shall be indicated.

3. Forces and Equipment

Records shall be kept of the number of workers by craft and the major equipment on site. Equipment moved on or off site since the last report shall be indicated. Any down equipment and the down time, if it can be established, shall be indicated.

4. Description of Work Performed Today – Progress

- a. A brief description of the work being performed shall be entered, indicating the area, location, etc.
- b. The progress made relative to the subcontractor's plan shall be indicated, noting the initiation and completion for any major item of work.
- c. Major items of material received on and/or removed from the site shall be recorded.
- d. When the subcontractor ceases work for a period of time, or returns to work after a period of time away from the job, this shall be so noted with appropriately detailed comments.

5. Special Comments

- a. Work stoppage, interruptions, delays, or potential delays.
- b. All alleged delays shall be accurately described, including actions taken to rectify the situation with the responsible parties identified and any action dates needed.
- c. In recording information on such delays, stoppages, and interruptions, the following listed items should be considered:
 - Was it unavoidable?
 - Was it actual or potential?
 - What was the cause?
 - What was the productivity result?
 - How much time was lost – craft and work hours?
 - What equipment was affected or idled?

6. Weather

Any unusual weather conditions shall be described, indicating if weather affected the subcontractor's operation.

7. Surveillance

A record shall be kept of such items as:

- a. Unusual field conditions.
- b. Unsatisfactory work.
- c. Tests and inspections performed and results (satisfactory or unsatisfactory).
If unsatisfactory, identify the actions that were taken to remedy the situation.

8. Accidents

Any accidents, injuries, or safety violations shall be recorded.

9. Instructions

Instructions given to the subcontractor shall be recorded, listing the name of the person and the time given. Any action taken shall also be indicated.

10. Conflicts

When conflicts occur, the following shall be recorded:

- The problem.
- Who discovered and reported it?

- Who was informed?
- What steps were taken to resolve the conflict, i.e., was RFI issued?
- What was the resolution?

11. Meetings Held

Make note of any meetings held on site.

1.10 REFERENCES

- Conform to the latest reference and industry standards.
- Should specified reference standards conflict with contract documents, request clarification by SAIC-F before proceeding. Action taken without SAIC-F approval shall be the sole responsibility of the Contractor.

1.11 MANUFACTURER'S AND INSTALLER'S QUALIFICATIONS

All contractor and subcontractor personnel must be licensed, certified and trained to perform all work specified in the contract specifications, drawings, submittals and contract documentation.

PART-2 PRODUCTS

Not Used

PART-3 EXECUTION

Not Used

END OF SECTION

FACILITIES MAINTENANCE AND ENGINEERING
SPECIFICATION FOR
CONTRACT ACCEPTANCE REQUIREMENTS

NATIONAL CANCER INSTITUTE AT FREDERICK
(NCI-FREDERICK)
FORT DETRICK,
FREDERICK, MARYLAND

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SECTION 01700 - CONTRACT ACCEPTANCE REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. This section specifies administrative and procedural requirements for project closeout.

1.02 RESERVED

1.03 SUBSTANTIAL COMPLETION INSPECTION

- A. The contractor shall submit a written notice indicating that the contract is substantially complete. This notice shall state that the contractor has reviewed the contract requirements, inspected all work required and certifies that the project is ready for its intended use and ready for SAIC-F's inspection. The contractor's punch list shall be attached with the written notice demonstrating what deficiencies were previously found and corrected. The contractor shall complete the following items (as they apply to this contract), before requesting SAIC-F to inspect the project for substantial completion:
 - 1. All contractors, subcontractors and vendors work shall be substantially complete.
 - 2. The final draft of the "Owner Operations and Maintenance Manual" has been submitted, reviewed and accepted by SAIC-F.
 - 3. The HVAC "Testing and Balancing" has been performed and the final report submitted.
 - 4. The Pre-Commissioning and Commissioning and Acceptance Testing of the Building Systems as described in Section 01950 - Appendix A and B.
 - 5. The Acceptance Testing of equipment or systems installed within existing buildings.
 - 6. The project shall be cleaned in accordance with the General Requirements.
- B. Should SAIC-F determine that the work is not substantially complete, the contractor's request for substantial completion inspection will be denied. The contractor shall resubmit the request when the project is substantially complete as defined by the contract.
- C. SAIC-F's COTR will conduct an independent inspection of the project to verify that substantial completion has been achieved. If substantial completion is met, then SAIC-F will complete and forward to the contractor for signature, a "Certificate of Substantial Completion". Attached to the "Certificate of Substantial Completion" will be a project "Completion List" as generated by SAIC-F during the independent

substantial completion inspection. The "Completion List" is defined as a compilation of all outstanding non-critical issues remaining on the project.

- D. The contractor shall allow 3 business days for the SAIC-F's COTR to determine substantial completion and 3 business days to conduct the independent inspection.

1.04 SUBSTANTIAL COMPLETION

- A. When the contractor agrees with the "Certificate of Substantial Completion" and the associated Completion List, then the original signed "Certificate of Substantial Completion" shall be returned to SAIC-F. Liquidated damages shall stop upon concurrence and receipt of the signed "Certificate of Substantial Completion". The contractor shall complete all outstanding items contained in the Completion List prior to the final invoice.

1.05 FINAL COMPETION INSPECTION

- A. When the contractor has completed all work, the contractor shall request a final inspection be made by SAIC-F to verify that compliance has been met.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used

END OF SECTION

FACILITIES MAINTENANCE AND ENGINEERING
SPECIFICATION FOR
WARRANTIES

NATIONAL CANCER INSTITUTE AT FREDERICK
(NCI-FREDERICK)
FORT DETRICK,
FREDERICK, MARYLAND

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SECTION 01740 - WARRANTIES

PART-1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Refer to "Contract Procedures and Contract Specifications" and "Special Clauses", which apply IN PART to requirements that shall be addressed in this section.

1.02 SECTION SUBDIVISIONS

- A. Products purchased by Contractor
- B. SAIC-Frederick, Inc. furnished equipment (SFFE)
- C. Submittal requirements
- D. FAR Clauses 52.245-3, 52.246-12 and 52.246-21

1.03 PRODUCTS PURCHASED BY CONTRACTOR

- A. Throughout this contract, the Contractor shall follow warranty requirements for products purchased, as specified in this section and throughout the project specifications.
 - 1. The Contractor shall provide a one (1)-year warranty for contractor-provided and installed products, materials, systems, equipment, controls, instrumentation and devices, in accordance with contract specifications and applicable FAR provisions and clauses (Reference: FAR 52.246-12 and 52.246-21).
 - 2. The Contractor warranty shall commence when SAIC-Frederick, Inc., approves substantial completion of the project. This warranty is in addition to any other warranty (i.e., manufacturer's warranty) that may be in full force and effect at the time one (1)-year contractor warranty begins. The Contractor's warranty shall cover any failure or defects in materials, delivered products, installed systems, equipments, controls, software, instrumentation, devices and workmanship; and all parts, labor, repair and/or replacement, installation, testing, and any administrative costs, such as, shipping, handling, and storage to conform to contract requirements.

1.04 SAIC-Frederick, Inc. FURNISHED EQUIPMENT

- A. SAIC-Frederick, Inc., may place orders with certain suppliers for specific long-lead or specialized products, for the sole purpose of expediting delivery and logistics, or for other purposes in SAIC-Frederick, Inc.'s interest.
- B. SAIC-Frederick, Inc. furnished equipment (SFFE), materials, systems, and devices will be delivered to the Contractor for care, custody, control, installation, and final testing to be sure that the purchased items all meet expectations or requirements.

1. "Testing" for this phase shall be determined as systems commissioning/acceptance testing-the process of testing, operating, and demonstrating that the complete system functions as the contract requires. Systems commissioning extends beyond the testing, operation, and demonstration associated with individual pieces of equipment.
2. SAIC-Frederick, Inc. furnished equipment under Manufacturer's Warranty
 - a. In accordance with manufacturer's specifications and requirements, the Contractor shall take care and custody of, as well as control, maintain, and service those products, materials, systems, equipment and devices under a specified manufacturer's warranty.
 - b. SAIC-Frederick, Inc. reserves the right to execute claims under any manufacturer's warranty for the duration of said warranty, unless otherwise specified.
 - c. The Contractor shall bring to the immediate attention of SAIC-Frederick, Inc., all defective or failed SFFE materials, systems or devices.
 - d. SAIC-Frederick, Inc. will provide a listing of all SFFE to be delivered to the Contractor, indicating duration of any manufacturer's warranty and other applicable warranty information. Including the manufacturer's specifications and requirements for maintaining the warranty (Reference: FAR 52.245-3).
3. Contractor Responsibilities for SAIC-Frederick, Inc. furnished equipment during construction
 - a. At the time of receipt of SFFE perform an initial inspection jointly with SAIC-F to identify obvious external damage. Use care during inspection not to break seals or separate items. Record shortages or damaged items at time of delivery. Unload and take care, custody, and control of SFFE and store as required by the manufacturer. Contractor provided storage shall protect against all environmental elements such as heat, cold, humidity, dust, etc. In addition, provide for security against theft of equipment and materials after receipt. Assume full responsibility for the handling, installation, service, maintenance, repair or replacement of any product, equipment or material that is damaged while under the contractors control and possession. This will include shipping, handling, storage, labor, parts, administrative and all other associated costs.
 - b. Maintain a program of maintenance and services performed for equipment and materials delivered. (Reference: FAR 45.509-1).
 - c. Maintain segregation of SFFE from contractor owned and furnished equipment. (Reference: FAR 45.507).
 - d. Beginning with the expiration of the manufacturer's warranty and continuing throughout the construction phase of the contract, provide warranty coverage for all SFFE. The Contractor shall also provide a one (1)-year Contractor's warranty for both Contractor and SAIC-Frederick,

Inc. furnished equipment; beginning with the date that SAIC-Frederick, Inc. determines the project has been substantially completed.

1.05 SUBMITTAL REQUIREMENTS

- A. Assemble all warranties and service and maintenance contracts, inclusive of all pass-thru warranties executed by each of the respective manufacturers, suppliers, and subcontractors.
 - 1. The Contractor shall provide a minimum of a one (1)- year warranty for all deliverables commencing on the first day of "Substantial Completion".
 - 2. The Contractor is responsible to ensure all deliverables; equipment and supplies remain properly operational and functional during the contract.
- B. Number of original signed copies required: Two (2) each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Description of product or item.
 - 2. Firm with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, or service and maintenance contract.
 - 5. Duration of warranty, or service maintenance contract.
 - 6. Provide information for SAIC-F 's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances affecting the validity of warranty.
 - 7. Subcontractor, name of responsible principal, address and telephone number.
- D. Form of Submittals
 - 1. Submittal for all items except equipment shall be included as a separate, bound section in the *Owner Operations and Maintenance Manual*.
 - 2. All equipment shall be recorded on the Specification Sheet for CMS Attachment A in the O&M Section 01730.
- E. Time of Submittals
 - 1. Contractor must submit all warranties applicable to this project 15 days prior to substantial completion.
 - 2. Submit documents as per *Owner Operations & Maintenance Manual* requirements.

PART-2 PRODUCTS

Not used

ATTACHMENTS 2 & 4

FOR SOLICITATION H05-944 ARE DRAWINGS
AND MAY BE OBTAINED BY CONTACTING:

KIM ABDINOOR AT 301-846-5170 OR BY E-MAIL:
kabdinoor@ncifcrf.gov

Spec. No. 121080-PS-01 - INDEX

FACILITIES MAINTENANCE AND ENGINEERING

STANDARD SPECIFICATIONS INDEX

SPEC. NO.	SPEC. SECTION TITLE	Rev.	Date	By
	SPECIFICATION AND DRAWING INDEX			
01000	General Requirements	0	5/17/05	FAL
01100	Project Access and Coordination	1	5/18/05	FAL
01321	Scheduling and Progress	1	5/18/05	FAL
01340	Submittal of Shop Drawings, Fabrication, and Samples	1	5/18/05	FAL
01341	Submittal Register	1	5/18/05	FAL
01400	Quality Control	1	5/18/05	FAL
01700	Contract Acceptance Requirements	1	5/18/05	FAL
01740	Warranties	1	5/18/05	FAL

NATIONAL CANCER INSTITUTE AT FREDERICK

(NCI-FREDERICK)

FORT DETRICK,

FREDERICK, MARYLAND

DRAWINGS	DOCUMENTS	DESCRIPTION
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0	5/17/05	Issued for Construction	FAL	FJG	LMW
Revision	Date	Reason for Revision	By	Checker	Approved

Replace Fire Alarm Control Panel, B567
121080

SPECIFICATION AND DRAWING INDEX

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Replace Fire Alarm Control Panel, B567
121080

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- 1.02 WORK SEQUENCE
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- 1.04 SALVAGE
- 1.05 FIELD ENGINEERING
- 1.06 SURVEY REQUIREMENTS
- 1.07 TEMPORARY LIGHTING AND ELECTRICAL REQUIREMENTS
- 1.08 TEMPORARY HVAC
- 1.09 CONSTRUCTION FENCE AND GATES
- 1.10 BARRIERS
- 1.11 SITE CLEANUP (AS APPLICABLE)
- 1.12 FINAL CLEANING (AS APPLICABLE)
- 1.13 ADDITIONAL ELECTRICAL REQUIRMENTS
- 1.14 SUBMITTAL REQUIREMENTS

SECTION 01000 – GENERAL REQUIREMENTS

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. These specifications are divided into sections in order to aid the Contractor in awarding portions of it to subcontractors. The division of the work in no way relieves the General Contractor from the responsibility of making the actual division of work between subcontractors if they are employed by the Contractor nor does it relieve him from the responsibility of performing a job completely in all respects.
- B. Applicable Codes – All references to codes, specifications and standards referred to in the specification sections and on the drawings shall mean the latest edition, amendment, and/or revision of such reference standard in effect as of the date of these contract documents.

1.02 WORK SEQUENCE

- A. The Contractor shall structure and sequence the project work based upon the accepted schedule and contract requirements.
- B. The Contractor will coordinate all work and site utilization within the contracted work area as shown on the contract drawings. All work to be performed beyond these limits shall be coordinated with SAIC-F.
- C. The Contractor shall complete work in accordance with contract documents, contractor generated and SAIC-F accepted shop drawings, submittal data and accepted construction schedule.

1.03 USE OF PREMISES

- A. The Contractor will limit their use of the premises to the work of this contract. As shown on the drawings.

1.04 SALVAGE

- A. Except as specifically stated in the contract documents, construction materials, equipment, or items that are to be removed shall become the property of the Contractor and shall be removed from the premises by the Contractor at the Contractors expense.

1.05 RESERVED

1.06 RESERVED

1.07 RESERVED

1.08 RESERVED

1.09 RESERVED

1.10 RESERVED

1.11 Site cleanup

- A. Periodic cleaning shall be executed to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- B. On-site trash collection and removal by dumpster shall be provided for the duration of project.
- C. All subcontractors shall be responsible for collecting their own trash and depositing it into the dumpster.
- D. Waste materials, debris and rubbish shall be removed from the site periodically and disposed of at legal disposal areas away from the site. Trash containers shall be provided for the duration of project.
- E. The Contractor shall ensure that all subcontractors and vendors coordinate all aspects of their work and keep all areas clean.
- F. When the Contractor requests SAIC-F to inspect the project for "Substantial Completion" the Contractor shall ensure that the entire site is thoroughly clean in keeping with the requirements of the contract. The Contractor shall ensure that any remaining work is conducted neatly, and clean up at the end of each day.

1.12 FINAL CLEANING

- A. Remove grease, adhesives, dust, dirt, stains, fingerprints, labels and other materials generated by the Contractor's work from interior and exterior surfaces.
- B. When the Contractor requests SAIC-F to inspect the project for "Substantial Completion", the Contractor shall ensure that the entire building is thoroughly clean.

1.13 ADDITIONAL ELECTRICAL REQUIREMENTS

- A. All wiring and cables for the Fire Alarm System shall be as recommended by the fire alarm system manufacturer. Wiring and cables for indicating appliance circuits shall be sized in accordance with the fire alarm system manufacturer's recommendations such that sounding output (decibels) is not derated. Wiring shall be in accordance with the latest editions of NFPA 72 and NFPA 70. All wiring shall be solid unless otherwise specified by the system manufacturer. All wiring, cables and insulation shall be suitable for the intended application.
- B. The fire alarm wire for 24V DC circuits shall be #16 AWG, solid copper, TFN insulation or solid copper cable in strict accordance with written equipment manufacturer's requirements.

- C. All fire alarm wiring shall be installed in type EMT conduit with steel device and junction boxes.
- D. Where any conduit must traverse between areas of different air pressurizations, conduit seal-off fittings shall be installed in the conduit at the point of entry into the different pressurized area. If EMT conduit is used, rigid conduit shall be installed on either side of the conduit seal-off fitting (3 feet minimum each side).
- E. The fire alarm field devices (initiating, notification appliance, and interface equipment) shall be shown on the floor plans. All field wiring shall be color-coded and reflected on the system as-built drawings.
- F. The system shall operate and supervise conventional two-wire (Class B) non-addressable devices.
- G. The control panel shall be equipped with one-hour battery backup. One hour battery backup shall be defined as the amount and size of batteries required to power the entire system in standby mode for a one hour period and, after the one hour standby period has expired, be capable of operating all output functions, including the operation of all audible and visual devices for a period of ten minutes. In the event of a normal power outage, the Fire Alarm System shall automatically transfer to the battery backup mode and shall indicate that the system is operating on standby power. Whenever the normal power is restored, the system shall automatically transfer back to normal operation. Whenever the Fire Alarm System is operating on battery power, a common trouble signal shall be transmitted to the Fire Alarm Code Transmitter. Provide automatic charging of standby batteries.
- H. The new fire alarm control panel (FACP) shall be connected to all existing initiating and notification devices.
- I. The fire alarm system shall be UL approved as a fire protection signaling system, and shall be capable of automatic and manual initiation of alarm conditions as well as audible and visual evacuation signaling.
- J. The fire alarm system shall be expandable by the addition of only new input and output modules and new peripheral devices.
- K. The new fire alarm control panel shall be connected to the existing Motorola Moscad-L code transmitter. The transmitter requires (2) normally closed outputs from the FACP, (1) for common alarm, (1) for common trouble/supervisory alarm.
- L. The new FACP shall be a conventional class B (non-addressable) 24 zone panel. The panel shall be one of the following:
 - 1. Notifier, Inc.
 - 2. Simplex Time Recorder Co.
 - 3. Cerberus Pyrotronics, Inc.No substitutions shall be permitted.

- M. Contractor to field locate and remove all end-of-line devices on all existing initiation and notification circuits and replace with new end-of-line devices compatible with the new FACP.
- N. The new FACP will replace an existing Couch fire alarm control panel located in building 567, room 151. It will be required to cross-connect with an existing secondary control panel (Notifier) located in building 567, room 164. This communications requires one zone on each panel dedicated to the other panel.
- O. Provide new visual notification devices as indicated.
- P. Contractor to field verify the condition of existing devices and notify SAIC-Frederick of deficiencies.
- Q. Contractor to verify compatibility of proposed new equipment with existing equipment.
- R. Contractor to maintain existing zone schedule in as much as possible.
- S. Installation of the new fire alarm control panel shall be performed in a manner to minimize the downtime of the fire alarm coverage. All of the work shall be performed during normal working hours. Any anticipated outage beyond eight (8) hours shall be discussed with SAIC-Frederick before the project proceeds.
- T. Field tests shall be performed on the system after the completed installation and shall be conducted under the supervision of a factory trained field technician in the presence of SAIC-Frederick. A report shall be submitted upon completion of the test.

1.14 SUBMITTAL REQUIREMENTS

- A. Shop drawings made specifically for this project, for use in fabrication and installation.
- B. Product Data including catalog sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
- C. Three (3) copies of Owners Operation & Maintenance Manuals (O & M Manuals).

END OF SECTION

WAGE DETERMINATIONGENERAL DECISION: **MD20030009** 04/01/2005 MD9

Date: April 1, 2005

General Decision Number: **MD20030009** 04/01/2005

Superseded General Decision Number: MD020009

State: Maryland

Construction Type: Building

County: Frederick County in Maryland.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	04/02/2004
2	10/29/2004
3	01/21/2005
4	04/01/2005

* ASBE0024-001 03/01/2005

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 25.10	11.91

ELEC0024-001 03/31/2002

	Rates	Fringes
Electrician.....	\$ 25.10	10.14

IRON0005-002 06/01/2003

From the water's edge of point Look-Out, Maryland running in a straight line to the northeast City Limits and including Parole, Maryland; from there running in a straight line to the southern outskirts and excluding Laurel, Maryland; from there running in a straight line to the southern outskirts and excluding Frederick, Maryland; from there running in a straight line to the northwest City Limits and including Boonsboro,

WAGE DETERMINATION

Maryland; from there running in a straight line to the southeast City Limits and excluding Charlestown, West Virginia; from there in a straight line to the southeast City Limits and excluding Winchester, Virginia; from there in a straight line to the northwest City Limits and including Front Royal, Virginia; from there in a straight line to the Culpeper County Line and encompassing the County of Culpeper.

	Rates	Fringes
Ironworkers, Structural and Sheeting.....	\$ 24.00	8.975

IRON0016-002 04/01/2003

From the water edge of Point Lookout, Maryland, from there running in a straight line to the Northeast City Limits and excluding Parole, Maryland, from there running in a straight line to the Southern outskirts and including Laurel, Maryland (Cherry Lane) from there running in a straight line to the Southern outskirts and including Frederick, Maryland, from there running in a straight line to the Northwest City Limits and excluding Boonesboro, Maryland, and from there in a straight line running to the direction of Waynesboro, Pennsylvania, from there in a straight line to Holtwood, Pennsylvania, from Holtwood to the Northeast Shore of Conowingo, from Conowingo to Port Deposit, from Port Deposit using the halfway point between Local #451 and Local #16. Off shore drilling or construction projects 100 miles from coastal line of Maryland.

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 23.78	11.56
Sheeters.....	\$ 24.03	11.56

IRON0201-002 05/01/2004

From the water's edge of Point Look Out, Maryland, running in a straight line to the northeast City Limits and including Parole, Maryland; from there running in a straight line to the southern outskirts and excluding Laurel, Maryland; from there running in a straight line to the southern outskirts and excluding Frederick, Maryland; from there running in a straight line to the northwest City Limits and including Boonsboro, Maryland; from there running in a straight line to the southeast City Limits and excluding Charlestown, West Virginia; from there in a straight line to the southeast City Limits and excluding Winchester, Virginia; from there in a straight line to northwest City Limits and including Front Royal, Virginia; from there in a straight line to the Culpeper County Line and encompassing the County of Culpeper.

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 23.45	9.73

WAGE DETERMINATION

SUMD1999-003 04/07/1999

	Rates	Fringes
Bricklayer.....	\$ 14.74	.81
Carpenter (Including Drywall Hanging and Acoustical Ceiling Installation).....	\$ 12.89	2.71
Cement Mason.....	\$ 15.12	3.06
Fence Erector.....	\$ 10.28	.85
Glazier.....	\$ 13.60	.99
Laborers:		
Mason Tenders, Brick.....	\$ 8.37	.81
Unskilled.....	\$ 9.29	2.81
Painters:		
Brush and Roller.....	\$ 11.35	
Drywall Finishers.....	\$ 13.28	.80
Pipefitter (Including HVAC Pipe Work).....	\$ 12.21	3.20
Plasterer.....	\$ 13.44	.53
Plumber.....	\$ 12.13	2.04
Power equipment operators:		
Backhoes.....	\$ 11.31	2.33
Bulldozers.....	\$ 13.00	1.21
Graders.....	\$ 11.00	.32
Loaders.....	\$ 15.25	
Rollers.....	\$ 12.00	1.68
Roofer (including Built Up, Composition and Single Ply)....	\$ 13.96	2.41
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 14.82	2.85
Sprinkler Fitter.....	\$ 12.90	1.15
Truck Driver, Dump.....	\$ 10.00	1.40

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

WAGE DETERMINATION

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

CHEMICAL USAGE REPORT

Instructions: Complete this form and provide a Material Safety Data Sheet (MSDS) for **ALL PRODUCTS AND/OR CHEMICALS** that the Contractor will bring onto NCI-Frederick. The Contractor must provide this Chemical Usage Report and MSDS to the Contracting Officer prior to bringing any products and/or chemicals onsite.

Company: _____

Subcontract No./Delivery Order No.: _____

Description of Job (i.e. repainting south wall of animal facility): _____

Location of Job (i.e. Building 1071, Room 101): _____

Chemicals and MSDS

[illegible]

Attach Additional Sheets If Needed

I certify that this information is true and accurate, and that I have listed all products and/or chemicals that will be brought onto NCI-Frederick Property.

Signature _____

Date _____

Print Name _____

Company Name: _____

3/24/05

PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

- | | | |
|-----|---------------|--|
| 1. | FAR 52.203-2 | Certification of Independent Price Determination |
| 2. | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION) |
| 3. | FAR 52.204-3 | Taxpayer Identification |
| 4. | FAR 52.204-5 | Women-Owned Business (Other Than Small Business) |
| 5. | FAR 52.209-5 | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters |
| 6. | FAR 52.215-6 | Place of Performance |
| 7. | FAR 52.219-1 | Small Business Program Representations |
| 8. | FAR 52.219-19 | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program |
| 9. | FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 10. | FAR 52.219-22 | Small Disadvantaged Business Status |
| 11. | FAR 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products |
| 12. | FAR 52.222-22 | Previous Contracts and Compliance Reports |
| 13. | FAR 52.222-25 | Affirmative Action Compliance |
| 14. | FAR 52.222-38 | Compliance with Veterans' Employment Reporting Requirements |
| 15. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions |
| 16. | FAR 52.223-4 | Recovered Material Certification |
| 17. | FAR 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-Designated Products, Alternate I |
| 18. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting |
| 19. | FAR 52.225-2 | Buy American Act Certificate |
| 20. | FAR 52.225-4 | Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate |
| 21. | FAR 52.225-6 | Trade Agreements Certificate |
| 22. | FAR 52.226-2 | Historically Black College or University and Minority Institution Representation |
| 23. | FAR 52.227-6 | Royalty Information |
| 24. | FAR 52.227-15 | Representation of Limited Rights Data and Restricted Computer Software |

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

(DUNS Number)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....
.....
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
 - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
 - ☐ TIN: _____
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
 - ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Corporate entity (not tax-exempt);
 - ☐ Corporate entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;
 - ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

4. **52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

5. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)**

(NOTE: Applies to contracts expected to exceed \$100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address
(City, State, County, Zip Code)

**Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent**

7. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].
- (2) The small business size standard is [INSERT SIZE STANDARD].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
 - (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as a part of its offer, that--
 - (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions.** As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and
 - (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.
- (d) **Notice.**
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

8. 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) Definition

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) (Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror [] is, [] is not an emerging small business.

- (c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

Number of Employees

- ☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

Average Annual Gross Revenues

- ☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

9. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees

- ☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

Average Annual Gross Revenues

- ☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

The ten targeted industries are as follows:

Product Service Code**SIC Code****Description**

G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834	Drugs and Biologics
	2835, 2836	
7045	3572, 3695	ADP Supplies
	5065	
7110	5021	Office Furniture
7510	5112	Office Supplies

10. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over \$500,000.)

- (a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) **Representations.**
- (1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
- [] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- [] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) [] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*
- (c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:
- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

(Note: Not applicable in accordance with CAAC Letter 2004-04, dated December 27, 2004, entitled, "Expired Program Authority for the Price Evaluation Adjustment for Small Disadvantaged Business Program.")

As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

- (3) **Address.** The offeror represents that its address _____ is, _____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed

application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

11. **52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)**

(Applies to all contracts for supplies over \$2,500. See FAR 22.1503 for more information)

a. *Definition.*

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

- b. *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

- c. *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- ☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- ☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

12. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

13. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

14. **52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

15. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT—CONTRACTOR CERTIFICATION (AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [], does not certify [] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive:

16. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

17. **ALTERNATE I (AUGUST 2000) of FAR Clause 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUGUST 2000)**

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

18. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)**

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that—
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

- [] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), 5169, 5171, or 7389 (limited to
- [] (v) The facility is not located in or its outlying areas.

19. **52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies"

- (b) Foreign End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. **52.225-4 BUY AMERICAN ACT-- FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE (JANUARY 2005)**

[Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding \$25,000 but less than \$175,000, EXCEPT, for small businesses or any other exemption cited at FAR 25.401.]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "end product of Australia, Canada, Chile, Mexico, or Singapore," "foreign end product," and "United States" are defined in the clause of this solicitation entitled , "Buy American Act--Free Trade Agreements--Israeli Trade Act."
- (b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is \$25,000 or more but is less than \$50,000.]

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.: _____
(List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$58,550.]

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

21. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)

[Note: This provision is applicable for acquisitions valued at \$175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

22. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)**

- (a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a.)).

- (b) *Representation.* The offeror represents that it--

☐ is ☐ is not a Historically Black College or University;
☐ is ☐ is not a Minority Institution.

23. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

24. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
- (c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*]-
 - ☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
 - ☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

HOT WORK PERMITS, dated 3/16/05

GENERAL REQUIREMENTS

- A. Contractors, subcontractors, and vendors shall obtain a Hot Work Permit (HWP) when accomplishing any activity that produces sparks or flame. Typical activities requiring a HWP are open flame torch cutting, welding, soldering, grinding, etc., as outlined in the Environmental Health and Safety Compliance Manual Section C-18. The only exception is for work in a pre-approved designated area such as a shop environment.
- B. A HWP (Exhibit A) must be obtained from the Fort Detrick Fire and Emergency Services (FDFES) prior to any activity that requires Hot Work. The response time is usually less than 1 hour. The FDFES telephone number for a HWP is 301-619-2528.
- C. A HWP shall be obtained for each new work activity or each new location as established by the requirements of the FDFES.
- D. The HWP shall be kept by the requestor and made available for inspection for the duration of the permit.
- E. A representative from the FDFES shall visit the site and make an inspection of the work area. After a brief discussion with the requestor as to the nature of the work to be performed, they will advise on any specific or additional requirements, such as, a fire watch above or below, whether blankets or wet down are required, etc. These items will be noted on the permit in the sections of Mandatory Requirements, Additional Requirements, and Responsible Individual Requirements.

Exhibit A – dated 3/16/05

Fort Detrick Fire & Emergency Services
 Fire Headquarters, Building 1504
 Fort Detrick, MD 21702-5000
 301-619-2528
 Hot Work Permit

1. Location: _____ 2. Date: _____
3. Type of Work: Welding Cutting Soldering Grinding Other: _____
4. Duration: Start Time: _____ Finish Time: _____ Weekly: _____ to _____
5. Organization / Company: _____
6. Responsible Individual (print name): _____ Signature: _____
7. F&ES Inspector: _____ Signature: _____

Mandatory Requirements

- | | | |
|-----|----|---|
| Yes | No | F&ES Personnel Inspected Hot Work Site. |
| Yes | No | Inform Responsible Individual of Emergency Notification (Dial 911). |
| Yes | No | Ensure Combustibles Are Protected by One or More of the following(s): |
| | | a. H/W is located free from combustibles, 35ft. in all directions. |
| | | b. All combustibles are relocated 35ft. or greater in all directions. |
| | | c. Combustibles protected with fire-retardant covers, fire-retardant guards or curtains. |
| | | d. Openings/cracks in walls, floors, ceilings, ducts & utility chases within 35ft. shall be tightly covered with fire-retardant or non-combustible materials. |
| Yes | No | Fully Charged, Appropriate and Operable Fire Extinguisher. |
| Yes | No | Determine If A Continuous Fire Watch Shall Be Required. |

Additional Requirements

- | | | |
|-----|----|---|
| Yes | No | Special Requirements for Fire Detection & Suppression System. |
| Yes | No | F&ES Stand-By Required. |
| Yes | No | F&ES Re-inspection Required after Hot Work Is Completed. |

Responsible Individual Requirements

- | | | |
|-----|----|---|
| Yes | No | Maintain a One-Hour Fire Watch after Completion of H/W. |
| Yes | No | Advise F&ES of Completion of H/W. (301-619-2528) |
| Yes | No | Heat Producing Devices Stored In A Safe Condition. |

Special Requirements

HOT WORK PERMIT, dated 3/16/05

SPECIAL REQUIREMENTS

- A. The HWP will then be handed to the requestor. The requestor will fill out or augment lines 3, 5, 6 and the Special Requirements Section if needed.
- B. The requestor shall circle the appropriate type of work on line 3 and describe the means and methods of accomplishing the work with a brief description of the work being performed. Examples of this could be (torch cutting angle iron in room 12) or (welding and grinding handrail outside east stairs at door #107).
- C. The requestor shall fill in line 5 stating the organization that they work for.
- D. The requestor will print their name and sign where indicated on line 6.
- E. The Special Requirements Section can be used for additional details such as (need to torch cut sprinkler main and weld in flange for spool piece).
- F. The HWP form shall be given back to the FDFES representative who will then fill inline 4 indicating the duration of the permit based on the information given by the requestor. The FDFES representative shall then complete the form, print their name and sign on line 7, and provide the requestor with their HWP.
- G. It shall be the responsibility of the requestor to comply with all the requirements as outlined on the permit.
- H. For all subcontracted work, a copy of the HWP shall be given to the Contracting Officer's Technical Representative (COTR) on the day that each permit is issued. The permit shall also be noted in the Contractors Daily Log as referenced in Daily Progress Report of Subcontractor Operations.

DAILY PROGRESS REPORT

Date: _____

Day of Week: _____

Project Name: _____

Project No.: _____

Project Manager: _____

Field Supervisor: _____

Weather Conditions	8 a.m. Temp. _____	Sunny	Overcast	Rain	Snow
	1 p.m. Temp. _____	Sunny	Overcast	Rain	Snow

WORK IN PROGRESS

1. Description of Work Performed:

2. Change Order Work Performed:

Change Order/- Directive #	Activity	Labor Used No./Hrs.	Material/Equipment Delivered	Description of Work Performed

3. Verbal or Written Instruction Given:

Personnel On Site				Equipment Status			
Craft	Foreman	Journeyman	Apprentice	Description	# On Site	# Used	# Not Used
Total							

COMMENTARY

4. Open Issues Requiring Resolution:

5. Delays Encountered:

6. Visitors To Site:

Visitor's Name/Representing	Time		Purpose of Visit	Remarks
	Arr.	Dep.		

7. Safety:

Accidents (Describe briefly):

8. Equipment and Materials Delivered:

9. Testing:

10. General Comments:

Field Supervisor Signature: _____

Date: _____